

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

**SIMA/SIGNATURE LAKE, L.P. (doing business as
Signature Lake Apartments), ADJOR ASSOCIATES, L.P.
(doing business as Sandcastle Apartments), and
D. E. L. PROPERTY MANAGEMENT, INC.**

PLAINTIFFS

V.

CIVIL ACTION NO. 1:06CV186 LTS-RHW

CERTAIN UNDERWRITERS AT LLOYDS LONDON

DEFENDANTS

ORDER

In accordance with the Memorandum Opinion I have this day signed, it is hereby

ORDERED

That the plaintiffs' motion for summary judgment [17] and the plaintiffs' alternative motion [18] for declaratory judgment seeking a declaration of the proper interpretation of certain "other insurance" provisions in the defendant's insurance policies is hereby **GRANTED**; and

It is hereby **ADJUDGED** and **DECLARED**:

1. That the provision in the defendant's policy allowing for proration of the defendant's limits of liability in case the insured has "other insurance subject to the same plan, terms, conditions, and provisions as the insurance under this Coverage Part" does not apply where the other insurance policy covers a different risk under a plan, terms, conditions, and provisions which are different from those set out in the defendant's policies. This policy provision does not provide for a proration of the limits of liability set out in the defendant's policies with the limits of liability set out in the plaintiffs' flood insurance policy ; and
2. That the provision in the defendant's policy allowing for an offset of coverage "[i]f there is other insurance covering the same loss or damage" does not apply where the other insurance policy covers losses and damages attributable to causes or risks that are excluded from coverage under the defendant's policies. This policy provision does not provide for or allow a reduction or offset of the limits of liability set out in the defendant's policy.

SO ORDERED this 6th day of December, 2006.

s/ *L. T. Senter, Jr.*
L. T. Senter, Jr.
Senior Judge